

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: KORNBLUTH TEXAS, LLC, Debtor.	§ § § § §	Case No. 21-32261 Chapter 11
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**STIPULATION REGARDING PAYMENT OF
POST-PETITION LICENSE AGREEMENT FEES**
(Relates to ECF # 110)

Kornbluth Texas, LLC, the above-captioned debtor and debtor in possession (the “Debtor”), WFCM 2016-LC25 West Bay Area Boulevard, LLC (“Lender”), and Holiday Hospitality Franchising, LLC (“HHF,” and together with the Debtor and Lender, the “Parties”), hereby enter into this *Stipulation Regarding Payment of Post-Petition License Agreement Fees*, and agree as follows:

RECITALS

A. WHEREAS, HHF, as licensor, and the Debtor, as licensee, are parties to that certain Holiday Inn® Hotel Change of Ownership License Agreement dated October 20, 2016 (as may have been amended, the “License Agreement”).

B. WHEREAS, on July 5, 2021 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “Court”). The Debtor continues to manage its property and its business as a debtor in possession pursuant to Bankruptcy Code sections 1107 and 1108. The Debtor’s primary asset is its interest in the real property commonly known as Holiday Inn Webster and located at 302 West Bay Area Boulevard, Webster, Texas 77598.

C. WHEREAS, on October 13, 2021, the Court entered the *Agreed Order and Stipulation Authorizing Debtor to Use Cash Collateral on a Final Basis* [ECF # 110] (the “Cash Collateral Order”). As further provided and defined in the Cash Collateral Order, the Debtor is authorized to use the Lender’s Cash Collateral in accordance with the Operating Budget (as the same may be amended or modified with the express prior written consent of Lender).

STIPULATION

NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

1. Notwithstanding anything to the contrary in the Cash Collateral Order, the Debtor is authorized to pay all post-petition fees owed by the Debtor to HHF pursuant to the License Agreement on a monthly basis and in the ordinary course of business, and such payments shall not be limited by the Operating Budget.

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AGREED TO FORM AND SUBSTANCE:

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